

PSCADTM /EMTDCTM Simulation Software

END USER LICENSE AGREEMENT (EULA)

1) <u>Definitions.</u> In this Agreement, the following terms shall have the following meanings:

"Agreement" means this agreement and Schedules A, B, C and D entered into between MHRC and Licensee effective as of the date of receipt of delivery of the Software by Licensee.

"Licensee" means a person or entity who installs and/or uses the Software.

"MHRC" means Manitoba Hydro International Ltd.

"MHRC's Representatives" means the directors, officers, employees and subcontractors of MHRC and MHRC's authorized agents, resellers and distributors of the Software.

"Results" means any results, findings or other outputs produced or generated from use of the Software.

"Software" means PSCADTM and EMTDCTM simulation software in executable format.

2) <u>Scope.</u> The terms and conditions of this Agreement (i) apply to Software provided to License either by hardware lock-based licensing or through centralized licensing, unless otherwise specifically stated in this Agreement and (ii) apply to <u>all of the following license types</u> except where expressly stated otherwise in this Agreement:

Professional/Commercial License Professional/Academic License Educational License Free License

In addition, the terms and conditions set out in the following Schedules shall apply to the type of license specified below:

- (a) Schedule A applies <u>only</u> to a Professional/Commercial License
- (b) Schedule B applies only to a Professional/Academic License
- (c) Schedule C applies only to an Educational License
- (d) Schedule D applies <u>only</u> to a Free License.
- 3) Prohibition. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING AS CONTAINED IN ANY APPLICABLE SCHEDULE), LICENSEE SHALL CLICK ON "QUIT" OR "I DO NOT ACCEPT THE TERMS OF THE LICENSE AGREEMENT" AND SHALL NOT INSTALL, ACCESS OR OTHERWISE USE THE SOFTWARE AND SHALL PERMANENTLY ERASE THE SOFTWARE FROM LICENSEE'S SYSTEMS, DESTROY ANY PHYSICAL MEDIA CONTAINING THE SOFTWARE, AS WELL AS ACCOMPANYING DOCUMENTATION AND PROMPTLY RETURN ANY SUPPLIED HARDWARE LOCKS TO MHRC SUCH THAT NO ELECTRONIC COPIES OR PHYSICAL MANIFESTATIONS OF THE LICENSED SOFTWARE, DOCUMENTATION OR HARDWARE LOCKS, IN ANY FORM, REMAIN IN LICENSEE'S POSSESSION, USE OR CONTROL.
- 4) <u>Agreement.</u> By clicking on "I accept the terms of the License Agreement" or "I agree" when prompted in the installation of the Software, Licensee confirms its agreement to all terms and conditions of this Agreement. This Agreement also applies to any updates, supplements or add-on components for the Software that MHRC may subsequently provide to Licensee, unless other terms accompany those items. In that case, to the extent they conflict or are inconsistent with this Agreement, those other terms will apply.

June 10, 2015 Page 1 of 10

- 5) <u>Ownership.</u> The Software is licensed to Licensee, not sold. MHRC retains all title, rights, proprietary interests in, and ownership of, the Software.
- Grant of License. Subject to Section 21 Termination of this Agreement, and payment of license fees by Licensee in full, where applicable, MHRC, as licensor, grants Licensee a perpetual (unless stated to be time-limited in MHRC's communication to Licensee, in which event the grant of license shall be for the time period stated therein), non-exclusive, non-assignable, non-transferable, non-sublicensable, limited right to use the Software for Licensee's internal purposes.
- 7) <u>Intellectual Property.</u> The Software is protected by intellectual property laws and other statutory provisions, common law principles and treaties worldwide, and contains trade secrets of MHRC. MHRC reserves all rights not expressly granted. Licensee shall in no event, directly or indirectly, infringe upon, harm, contest or oppose the validity of any rights of MHRC in relation to the Software.
- 8) No Modifications. Licensee shall not modify, adapt or translate the Software, or create derivative or compilation works using or based upon the Software. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software or any part thereof. Licensee shall not circumvent any technological measures that (i) monitor or control installation or reproduction of the Software or access to the Software, (ii) limit the number of simultaneous instances of the Software, or (iii) limit features of the Software.
- 9) Restrictions. Licensee shall not copy, reproduce, disclose, sell, license, sublicense, assign, lease, loan or otherwise transfer or convey the Software or any right in the Software to any person or third party, including Licensee's affiliates, without the prior written consent of MHRC, provided however, that (i) Licensee may make copies of the Software strictly for internal backup purposes on condition that such copies contain the same proprietary notices as, and are not altered in any manner from, the original format of the Software and (ii) Licensee may also copy the documentation accompanying the Licensed Software for internal instructional purposes of Licensee. Licensee is prohibited from using the Software as a graphical front end for electromagnetic transients software which is adapted to run in real time on parallel processing computer hardware.
- 10) Responsibility for Use. Licensee shall be solely responsible for the entire risk of the use of the Software or any use or reliance on any Results, and for any and all claims or liabilities that might arise as a result therefrom. Licensee is responsible for the supervision, management and control of the use of the Software and the Results, including, but not limited to, selection of the Software to achieve Licensee's intended purposes; determining the appropriate uses of the Software and the Results; accuracy of any Results; and establishing adequate backup to prevent the loss of data in the event of a malfunction of the Software. The Software is a tool that is intended to be used only by professionals trained in its usage and application. It is not to be a substitute for professional judgment or independent testing. Licensee shall not use the Software or any Results in any manner or for any purpose that violates or infringes any intellectual property right of any person or third party. Licensee shall be solely responsible therefore and shall indemnify and hold harmless MHRC and MHRC Representatives from and against any and all losses, costs, damages and expenses suffered or incurred by MHRC or any MHRC Representatives resulting therefrom. The Software is not intended for use in activities in which the use of the Software or any Results could lead to death, personal injury, or physical or environmental damage, and in the event Licensee's use of the Software or any Results does so lead to death, personal injury, or physical or environmental damage, Licensee shall be solely responsible therefor and shall indemnify and hold harmless MHRC and MHRC Representatives from and against any and all losses, costs, damages and expenses suffered or incurred by MHRC or any MHRC Representatives resulting therefrom.
- 11) Centralized Licensing. If Licensee is accessing and using the Software pursuant to centralized licensing with the Software hosted on MHRC's designated website, Licensee shall be provided user authentication and access measures to access the Software on MHRC's designated website via the internet. Licensee shall be solely responsible for securing its own access to and use of the internet, and acknowledges that certain locally active security settings and hardware/software (i.e. anti-spam, anti-virus, pop-up blocker, and other similar software) may interfere with or prevent access to and/or use of the Software and that MHRC has no control over any of the foregoing. MHRC does not represent or warrant that Licensee's access and use of

June 10, 2015 Page 2 of 10

Software will be uninterrupted or error-free, but in the event of any scheduled or unscheduled downtime, MHRC shall use reasonable efforts to notify Licensee by some means. Licensee acknowledges that pursuant to centralized licensing, access to the Software is provided over the internet or other networks over which MHRC has no control, and that substantial risks with respect to such access exist, including, without limitation, loss and corruption of data, delays, non-deliveries or misdirected deliveries of data, loss of confidentiality or integrity of data, and service interruptions. Licensee shall be solely responsible for any and all such risks, and agrees to ascertain, implement, and take all appropriate or necessary precautions to protect itself from losses and damages associated with such risks. Without limiting the generality or application of anything in this Agreement, Licensee shall be solely responsible for all of the foregoing, and shall fully indemnify and hold harmless MHRC from and against any and all losses, costs, damages and expenses suffered or incurred by MHRC and/or any MHRC Representatives or payable by any such parties, arising out of or related to any of the foregoing.

- Testing. Licensee may conduct benchmark testing of the Software. If Licensee discloses the results of such testing, Licensee shall disclose at a website or other medium accessible by the general public (i) all information necessary for replication of the tests, including details of benchmark testing methodology, test parameters, platforms tested, name of any third party testing tool used to conduct the testing, and the source code used for the benchmark, (ii) the dates Licensee conducted the benchmark tests, (iii) the results of the testing and (iv) confirmation of the version of the Software used in the testing.
- "As Is" Condition. Subject to Section 14 Limited Warranty of this Agreement, the Software is provided "as is" and neither MHRC nor any MHRC Representatives make any warranty as to its integrity, use or performance and do not make any warranties, undertakings, representations, or terms, express or implied, written or oral, arising by statute, common law, custom usage or otherwise in relation to the Software, and expressly disclaim same as to any matter including without limitation merchantability, fitness for any particular purpose, satisfactory quality, safety, security, reliability, currentness, timeliness or requirements of or compatibility with Licensee's hardware or software.
- 14) Limited Warranty. MHRC warrants that the Software will perform the functions in accordance with the written description of the user manual and installation instructions for a period of twelve (12) calendar months following receipt of delivery of the Software by Licensee. During such period, if the Software does not perform in accordance with the written description set out in the Software's user manual and installation instructions, Licensee may request MHRC to provide assistance in rectifying the defect or replacing the Software. The foregoing warranty does not apply in the event the Software is not properly installed in accordance with the user manual and installation instructions or where the Software has been altered, modified or tampered with by the Licensee or any third party. This warranty does not apply to malfunctions relating to system incompatibility between the Software and Licensee's hardware or other software. This warranty only extends to those failures to perform communicated by Licensee to MHRC in writing within the (12) month warranty period. No other oral or written information or advice given by MHRC or any MHRC Representative shall create a warranty, and Licensee may not rely upon such information or advice except at its sole risk and expense. MHRC'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY FOR DEFECTS IN THE SOFTWARE OR PERFORMANCE/NON-PERFORMANCE OF THE SOFTWARE IN ACCORDANCE WITH THE WRITTEN DESCRIPTION SET OUT IN THE SOFTWARE'S USER MANUAL AND INSTALLATION INSTRUCTIONS SHALL BE TO USE COMMERCIALLY REASONABLE EFFORTS TO CORRECT THE DEFECTS IN THE SOFTWARE SO THAT IT OPERATES IN ACCORDANCE WITH THE WRITTEN DESCRIPTION SET OUT IN THE SOFTWARE'S USER MANUAL AND INSTALLATION INSTRUCTIONS OR TO REPLACE THE NONCONFORMING SOFTWARE. IF SUCH EFFORT FAILS, MHRC SHALL (I) REFUND THE PRICE LICENSEE PAID FOR THE SOFTWARE UPON RETURN OF THE NONCONFORMING SOFTWARE, OR (II) PROVIDE SUCH OTHER REMEDY AS MAY BE REQUIRED BY LAW.
- Warranty of Non-Infringement. In addition to the limited warranty provided in Section 14 Limited Warranty of this Agreement, MHRC warrants to Licensee that the Software code, as provided by MHRC to Licensee, does not contain any content that infringes any third party intellectual property rights. If the Software code is held to constitute an infringement of any third party intellectual property right by a court of competent jurisdiction and its use in enjoined, MHRC shall, at its option and at its own expense: (i)

June 10, 2015 Page 3 of 10

modify, with the Licensee's reasonable assistance, the infringing Software code without impairing in any respect the functionality or performance of the Software, so that it is non-infringing; (ii) procure for Licensee the right to continue to use the infringing Software code; (iii) replace the Software code with any equally suitable, non-infringing replacement, which Software code the License shall have the right to require reasonable acceptance testing; or (iv) require Licensee to discontinue use of the infringing Software code and refund Licensee a repayment of all licensee fees paid to MHRC for the Software. Notwithstanding Section 18 - Limitation on Liability of this Agreement, MHRC agrees to indemnify and hold harmless the Licensee from and against any costs (including reasonable attorney fees) and direct damages payable by the Licensee resulting from a final judgment by a court of competent jurisdiction that the Software code directly infringes registered intellectual property of a third party, except only to the extent that such costs and/or damages are not caused by or arising out of a misrepresentation or breach of this Agreement by the Licensee, or a negligent act, omission, fraud, or misconduct, of the Licensee or any third party client of Licensee, and provided that MHRC is notified promptly in writing of the action and that the Licensee has not reached any compromise or settlement of such action or made any admissions in respect of the same, and that MHRC is given the option, at its expense, to control and/or defend the action and with the Licensee's full cooperation.

- 16) <u>Third Party Software</u>. Third party software that may be provided with or incorporated into the Software is made available to Licensee on the following terms and conditions:
 - a) Third party software is made available as a convenience. MHRC is the provider and not the licensor of the third party software. ACCEPTANCE AND USE OF THIRD PARTY SOFTWARE IS AT LICENSEE'S OWN RISK.
 - b) Third party software is governed exclusively by the applicable license agreement included with such software by the third party to which Licensee will be deemed to have agreed upon installation of the Software. Licensee shall contact the vendor or manufacturer of third party software directly for any matter respecting the third party software, including, without limitation, its license agreement and any technical support and maintenance.
 - THIRD PARTY SOFTWARE IS PROVIDED "AS IS" AND NEITHER MHRC NOR ANY c) MHRC REPRESENTATIVES MAKE ANY WARRANTY AS TO ITS INTEGRITY, USE OR PERFORMANCE AND DO NOT MAKE ANY WARRANTIES, UNDERTAKINGS, REPRESENTATIONS, OR TERMS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, COMMON LAW, CUSTOM USAGE OR OTHERWISE IN RELATION TO THIRD PARTY SOFTWARE AND THE USE OF ANY THIRD PARTY SOFTWARE IN CONNECTION WITH THE SOFTWARE, AND EXPRESSLY DISCLAIM SAME AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR ANY **PARTICULAR** PURPOSE. **SATISFACTORY** QUALITY, SAFETY. SECURITY. CURRENTNESS. TIMELINESS REQUIREMENTS OR OF COMPATIBILITY WITH LICENSEE'S HARDWARE OR SOFTWARE.
- Indemnity. Licensee shall indemnify and save harmless MHRC and MHRC's Representatives from and against any and all losses, costs, damages and expenses suffered or incurred by MHRC and/or any MHRC Representatives or payable by any such parties to any third party, arising out of or related to Licensee's (i) use of the Software; (ii) production, use or delivery to a third party of any Results; (iii) negligent acts or omissions, fraud or willful misconduct in relation to this Agreement or the Software or Results or (v) breach or non-compliance with any provision(s) of this Agreement.
- LIMITATION ON LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT SUBJECT TO SECTION 5 LIMITATION ON LIABILITY FOR FREE LICENSE OF SCHEDULE D OF THIS AGREEMENT (WHICH ONLY APPLIES TO A FREE LICENSE), THE AGGREGATE LIABILITY OF MHRC AND MHRC REPRESENTATIVES TO LICENSEE AND ANY THIRD PARTY CLAIMING THROUGH LICENSEE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE)), BREACH OF WARRANTY, STATUTORY OR STRICT LIABILITY, EQUITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, THIRD PARTY SOFTWARE OR THIS AGREEMENT, SHALL NOT EXCEED THE FEES PAID BY LICENSEE TO MHRC FOR THE SOFTWARE.

June 10, 2015 Page 4 of 10

- 19) EXCLUSION OF DAMAGES. NOTWTHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL MHRC OR MHRC'S REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOSS OF PRODUCTION, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS) THAT LICENSEE OR ANY PARTY CLAIMING THROUGH LICENSEE MAY SUFFER OR INCUR IN CONNECTION WITH THE SOFTWARE, INCLUDING THIRD PARTY SOFTWARE, OR THIS AGREEMENT WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), BREACH OF WARRANTY, STATUTORY OR STRICT LIABILITY, EQUITY OR OTHERWISE, EVEN IF MHRC OR MHRC'S REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 20) Force Majeure. In the event that MHRC is prevented, delayed or interrupted in performing its obligations under this Agreement due to any occurrence beyond its control, such as, but not limited to, strikes, walkouts, wars or acts of government or government agencies or other authorities having jurisdiction, then such prevention, delay or interruption shall not be construed to be a default under this Agreement. MHRC shall give notice to Licensee of such events as soon as reasonably possible and both parties shall use their commercially reasonable efforts to comply with the terms of this Agreement notwithstanding such prevention, delay or interruption.
- Termination. MHRC may terminate this Agreement immediately and without notice if Licensee fails to comply with any term or condition of this Agreement or in the event of any negligent act or omission, fraud or wilful misconduct by Licensee in relation to this Agreement or the Software or Results. This Agreement shall also be automatically terminated without notice in the event Licensee attempts to assign or otherwise transfer any of Licensee's rights or obligations under this Agreement without the prior written authorization of MHRC or if Licensee becomes bankrupt or insolvent or otherwise ceases to carry on business. Termination is not an exclusive remedy and all other remedies otherwise available to MHRC at law or equity shall remain. Upon termination of this Agreement, for any reason, Licensee shall promptly cease all use of the Software, permanently erase and destroy all physical and electronic copies of the Software and documentation provided in connection with the Software and promptly return any hardware locks in Licensee's possession or control to MHRC. All terms and conditions relating to confidentiality, proprietary rights, non-disclosure, indemnity, limited warranty, "as is" condition and limitation of liability and all other terms and conditions necessary to the interpretation of this Agreement shall survive the termination of this Agreement.
- 22) <u>Further Assurances.</u> Licensee shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, instruments, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
- 23) <u>No Export.</u> The Software shall not be shipped, transferred or exported by Licensee or anyone operating under Licensee's direction or control into any country or used in any manner prohibited by the laws of Canada or the United States of America.
- 24) <u>No Assignment.</u> Licensee shall not assign this Agreement without the prior written approval of MHRC, which may be withheld in MHRC's sole discretion.
- 25) <u>Severability.</u> If a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision, or portion thereof, shall be considered separate and severable from this Agreement and the other provisions of this Agreement shall remain in force and continue to be binding upon Licensee and MHRC as though the invalid provision had never been included in this Agreement.
- No Waiver. A waiver of any right under this Agreement by MHRC shall not be deemed to be a waiver of any other right, and a waiver of any right in any one instance by MHRC shall not be deemed to be a waiver of that right in any other instance.

June 10, 2015 Page 5 of 10

- 27) <u>Enurement.</u> This Agreement shall enure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and permitted assigns of the Licensee and MHRC.
- 28) Governing Law. This Agreement shall be governed by the laws of the province of Manitoba and the laws of Canada applicable in Manitoba, and Licensee agrees to irrevocably submit to the exclusive jurisdiction of the courts of the province of Manitoba. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from application to this Agreement.
- 29) Entire Agreement. This Agreement including Schedules A, B, C and D attached hereto is the entire agreement between the Licensee and MHRC with regard to the matters contained herein and supersedes all prior formal and informal agreements, proposals, promises, inducements, representations, conditions, warranties, understandings, negotiations and discussions (whether oral or written and whether made by MHRC directly or by any MHRC Representative) of Licensee and MHRC with respect to such matters. There are no other undertakings, representations, warranties or promises between the Licensee and MHRC, express or implied with respect to the subject matter of this Agreement. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

June 10, 2015 Page 6 of 10

THIS IS SCHEDULE A TO PSCADTM/EMTDCTM SIMULATION SOFTWARE END USER LICENSE AGREEMENT

The following terms and conditions apply only to a PROFESSIONAL/COMMERCIAL LICENSE:

- 1) <u>Additional License Rights.</u> In addition to the grant of license set out in Section 6 Grant of License of this Agreement, pursuant to a Professional/Commercial License, Licensee is entitled to use the Software for commercial purposes, including without limitation, the processing of data for third party clients.
- 2) <u>Software Support</u>. Pursuant to a Professional/Commercial License, Licensee is entitled to receive 12 months of reasonable technical support and maintenance for the Software from MHRC, calculated from the date of receipt of delivery of the Software by Licensee.
- 3) <u>Concurrent Simulations</u>. The number of concurrent simulation instances per Professional/Commercial License purchased by Licensee shall be as specified in MHRC's communication to Licensee at the time of purchase of such license or as may be amended by written agreement of the parties subsequent to such purchase.

June 10, 2015 Page 7 of 10

THIS IS SCHEDULE B TO PSCADTM/EMTDCTM SIMULATION SOFTWARE END USER LICENSE AGREEMENT

The following additional terms and conditions apply only to a PROFESSIONAL/ACADEMIC LICENSE:

- 1) Qualification. To be entitled to purchase a Professional/Academic License, Licensee represents and warrants that it is (i) an accredited educational institution recognized by MHRC and (ii) a full-time, non-profit, tax-exempt, school, college or university whose primary purpose is to provide instruction to an enrolled body of students through a full-time faculty, licensed by an appropriate authority, to confer degrees or diplomas which are recognized as qualifying the student to pursue a course of higher education.
- 2) <u>Non-Commercial Use.</u> Pursuant to a Professional/Academic License, the Software may only be used by Licensee for generally recognized academic and educational purposes such as educational studies, educational research, demonstration, test or evaluation for the sole and internal benefit of Licensee, its faculty and students and no other third party.
- 3) <u>Commercial Use.</u> Pursuant to a Professional/Academic Licensee, if the Software is used by Licensee, for the benefit of any third party other than Licensee's faculty and students, Licensee will be liable to pay the then current full retail fees charged by MHRC for a Professional/Commercial License.
- 4) <u>Software Support.</u> Pursuant to a Commercial/Academic License, Licensee is entitled to receive 12 months of reasonable technical support and maintenance for the Software from MHRC, calculated from the date of receipt of delivery of the Software by Licensee.
- 5) <u>Concurrent Simulations</u>. The number of concurrent simulation instances per Professional/Academic License purchased by Licensee shall be as specified in MHRC's communication to Licensee at the time of purchase of such license or as may be amended by written agreement of the parties subsequent to such purchase.

June 10, 2015 Page 8 of 10

THIS IS SCHEDULE C TO PSCADTM/EMTDCTM SIMULATION SOFTWARE END USER LICENSE AGREEMENT

The following additional terms and conditions apply only to an EDUCATIONAL LICENSE:

- Qualification. To be entitled to purchase an Educational License, Licensee represents and warrants that it is (i) an accredited educational institution recognized by MHRC and (ii) a full-time, non-profit, tax-exempt, school, college or university whose primary purpose is to provide instruction to an enrolled body of students through a full-time faculty, licensed by an appropriate authority, to confer degrees or diplomas which are recognized as qualifying the student to pursue a course of higher education.
- 2) Non-Commercial Use. Pursuant to an Educational License, the Software may only be used by Licensee for generally recognized academic and educational purposes such as educational studies, educational research, demonstration, test or evaluation for the sole and internal benefit of Licensee, its faculty and students and no other third party.
- 3) <u>Commercial Use.</u> Pursuant to an Educational License, if the Software is used by Licensee for the benefit of any third party other than Licensee's faculty or students, Licensee will be liable to pay the then current full retail fees charged by MHRC for a Professional/Commercial License.
- 4) <u>Functionality Limitations.</u> The Software purchased pursuant to an Educational License has functionality limitations. For Software with full functionality, Licensee must purchase either a Professional/Commercial License or Professional/Academic License.
- 5) <u>Software Support.</u> Pursuant to an Educational License, Licensee is entitled to receive 12 months of reasonable technical support and maintenance for the Software from MHRC, calculated from the date of receipt of delivery of the Software by Licensee.
- 6) <u>Concurrent Simulations</u>. The number of concurrent simulation instances per Educational License purchased by Licensee shall be as specified in MHRC's communication to Licensee at the time of purchase of such license or as may be amended by written agreement of the parties subsequent to such purchase.

June 10, 2015 Page 9 of 10

THIS IS SCHEDULE D TO PSCADTM/EMTDCTM SIMULATION SOFTWARE END USER LICENSE AGREEMENT

The following terms and conditions apply only to a FREE LICENSE:

- 1) <u>Grant of License.</u> Notwithstanding Section 6 Grant of License of this Agreement, pursuant to a Free License, MHRC, as licensor and at no charge, grants Licensee a non-exclusive, non-assignable, non-transferable, non-sublicensable, limited right to use a limited version of the Software for Licensee's internal purposes. MHRC may terminate Licensee's Free License at any time without advance notice, in which event, the provisions of Section 21 Termination of this Agreement shall apply.
- Data Collection. As a condition of the Free License, Licensee agrees to permit MHRC to automatically collect, store and use certain information related to Licensee's use of the limited version of the Software as provided by Licensee's computer upon which the limited version of the Software is installed. Licensee shall not install or use the limited version of the Software pursuant to a Free License if Licensee does not additionally consent to the separate "PSCADTM/EMTDCTM Privacy Policy and Consent to Collect Information," which permits MHRC to collect, store and use Licensee's Software usage statistics. Licensee shall not install or use the limited version of the Software pursuant to a Free License if Licensee's jurisdiction prohibits the collection, storage or usage of such information. Licensee may install the limited version of the Software on an unlimited number of Licensee's computers.
- 3) <u>Functionality Limitations.</u> The limited version of the Software pursuant to a Free License has functionality limitations. For full functionality of the Software, Licensee must purchase either a Professional/Commercial License or Professional/Academic License.
- 4) <u>No Warranty.</u> Section 14 Limited Warranty and Section 15 Warranty of Non-Infringement of this Agreement and the obligations of MHRC set out therein shall not apply to a Free License and shall be of no force or effect in connection with a Free License or Licensee's installation or use of the limited version of the Software provided pursuant to a Free License.
- LIMITATION OF LIABILITY FOR FREE LICENSE. NOTWITHSTANDING SECTION 18 LIMITATION ON LIABILITY OF THIS AGREEMENT AND ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF MHRC AND MHRC REPRESENTATIVES TO LICENSEE AND ANY THIRD PARTY CLAIMING THROUGH LICENSEE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STATUTORY OR STRICT LIABILITY, EQUITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH A FREE LICENSE, THE LIMITED VERSION OF THE SOFTWARE PROVIDED PURSUANT TO THE FREE LICENSE, OR THIS AGREEMENT, SHALL NOT EXCEED FIVE CANADIAN DOLLARS (\$5.00 CAD).

June 10, 2015 Page 10 of 10